Terms and Conditions

Y'elloCam Application Terms and Conditions

MTN PayAsYouGo Terms and Conditions

MTN PayAsYouGo Terms and Conditions (the "Terms and Conditions") *

These Terms and Conditions are subject to the provisions of the Consumer Protection Act 68 of 2008. If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable in any respect, such provision will be effective only to the extent of such invalidity or unenforceability, without affecting the remainder of these Terms and Conditions or any other provision under these Terms and Conditions. Note: **These clauses may contain an assumption of risk and/or liability by you; limit and/or exclude Mobile Telephone Networks (Proprietary) Limited, registration number: 1993/001436/07 ("MTN") from certain liabilities, obligations and legal responsibilities towards you and other persons; limit and/or exclude certain of your rights and remedies against MTN; place various risks, liabilities, obligations and/or legal responsibility upon you; and allow MTN to have other claims or rights against you. Please read these Terms and Conditions carefully. Use of this SIM card will mean that you agree to comply with the Terms and Conditions.**

1. Regulation of Interception of Communication and Provision of Communication Related Information Act 70 of 2002 ("RICA")

You must RICA register your cellular number to be activated on the MTN Network;

You must take your ID book / ID card / Passport and proof of residence (not older than 3 months) to any MTN store or outlet.

1.2. SIM swap

You must be RICA-compliant to conduct a SIM swap. You will be able to keep your preferred MTN cellphone number (if it is still active and available on the MTN network). You will also be able to keep your MTN airtime balance, MTN PayAsYouGo price plan option and any

credits or subscriptions you had, once a SIM swap has been performed. You will be required to comply with MTN security questions so that MTN can be sure that you are the legitimate user of the cellphone number.

2. MTN Access4Life Extender

MTN reserves the right to cancel your cellphone number on the MTN network, if you do not use your cellphone number for 90 or more consecutive days. If you wish to keep your cellphone number, e.g., if you are travelling outside of South Africa you may use the MTN Access4Life Extender. When activated by you, it will deduct R20 from your MTN airtime every 90 days, until cancelled by you. You must load at least R25 MTN airtime every 90 days.

3. SIM card warranty

Your SIM card warranty is 6 (six) months, but if the SIM card has been destroyed due to the PUK number being entered incorrectly more than 9 (nine) times, or user negligence, MTN will not be under any obligation to replace the SIM card free of charge.

4. Limitation of Liability

MTN is not responsible for a service (including but not limited to calls, SMSs or data usage) being interrupted and/or failing for any reason, or for any interruption in the MTN network services at the time of such service. Without limiting or reducing the other rights and remedies which MTN may have, and to the extent allowed by law, MTN reserves the right to, at any time, modify, suspend or discontinue the services, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure or non-availability of the service, and you indemnify MTN against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the service. MTN may at any time suspend your access to, or use of, the whole or a part of the services if any modification, maintenance or remedial work must be undertaken in relation to the MTN network or the services, provided that MTN will use reasonable endeavours to reduce the period of the suspension due to the modification, maintenance or remedial work and will endeavour to notify you in advance of this suspension. MTN will not be required to notify you in advance when the modification, maintenance or remedial work required is due to an emergency.

5. Migration

5.1 Customers who migrate between the eligible MTN PayAsYouGo price plans or between the eligible MTN TopUp price plans, while the Customer has an existing MTN PAYG Bundle, shall retain (that is, keep) the remaining validity (and value) of the MTN PAYG Bundle. For the avoidance of doubt, should a Customer migrate between the eligible MTN PayAsYouGo price plans or between the eligible MTN TopUp price plans and not have an existing MTN PAYG Bundle, all usage will be charged at applicable the price plan rate.

5.2 Customers migrating to any other price plan (not listed in clause 3.1 above) shall forfeit/lose the value and validity of the MTN PAYG Bundle(s).

6. MTN 1-4-1 Loyalty Points

6.1 Customers registered on the MTN 1-4-1 Loyalty Points programme will be able to earn loyalty points for out-of-bundle usage (that is, “paid for” usage) in accordance with existing loyalty rules. That is, 1 (one) point for every R1.00 (one Rand) spent within the MTN PAYG Bundle.

6.2 Loyalty Points will be awarded for usage of the free MTN to MTN Minutes, free SMSs or free data.

6.3 MTN PAYG Bundles are unavailable for purchase on the MTN Loyalty Product Catalogue.

7. Roaming

7.1 If you wish to go out of the Republic of South Africa, you will be billed according to MTN’s roaming rates and roamed voice usage will not be billed against the MTN PAYG Bundle.

7.2 The tariffs and guide on how to manage your usage while roaming (outside of the Republic of South Africa) can be found on www.mtn.co.za.

8. Value Added Services

All value-added services depend on the discretion of MTN and MTN may withdraw them at any time with notice to you. Visit www.mtn.co.za regularly for notices, updates and/or changes to services.

9. MTN Access4Life Extender

9.1 If you wish to not use your SIM card for a certain period, then you may extend the MTN Access4Life period by paying R20.00 (twenty Rand) and add an additional 90 (ninety) days to the period/life span of the SIM card. Once the initial 90 (ninety) days have elapsed, the additional 90 (ninety) days will be added, keeping your cellphone number connected to the MTN network.

9.2 Call 135 to “activate” the service and load sufficient airtime into your wallet (that means the airtime will be allocated to your particular cellphone number) to cover the period. The service will continuously deduct R20.00 (twenty Rand) from your wallet for every 90 (ninety) days that elapses while the service is active.

9.3 You will need to cancel the service upon your return to the Republic of South Africa; if failing to do so, the service will continue to deduct R20.00 (twenty Rand) every 90 (ninety) days until it is cancelled.

9.4 In the event that you do not have enough airtime in your wallet to enable the MTN Access4Life Extender, the service will be automatically cancelled.

9.5 Usage of the MTN PAYG Bundle shall count toward the Customer’s MTN Access4Life rules.

10. SIM Swap

10.1 The SIM swap service allows you to keep your old preferred MTN cellphone number, subject to certain conditions. After you have registered your details in compliance with RICA, you will be able to initiate the SIM swap process by following the steps explained in

this booklet on your MTN cellphone. A SIM swap from the new cellphone number to your old MTN cellphone number will be allowed if you are RICA compliant, if the old MTN cellphone number is active and still available on the MTN network, has not been recycled and is not in use by another customer, according to MTN's systems. A SIM swap will only be allowed for one cellphone number at any given time. If the new cellphone number has been active/used to make calls for more than 24 (twenty-four) hours, a SIM swap cannot be performed. The old cellphone number must be deactivated/cut off from the network before the new cellphone number can be activated. Customers will be able to keep their airtime balance from their old SIM card/cellphone number and any credits or subscriptions they had once a SIM swap is performed.

10.2 Customers with an active/valid MTN PAYG Bundle performing a SIM swap shall retain the value associated with their MTN PAYG Bundle.

11. Mobile Number Portability ("MNP")

This gives you the ability to move to another mobile network and still retain your cellphone number. A Caller Line Identity ("CLI") validation will need to be done to ensure that the number being ported is in the customer's possession. You will forfeit/lose any unused MTN PAYG Bundle(s), MTN airtime, promotional credits and your voicemail messages when you port. MNP regulations and terms and conditions apply. See www.mtn.co.za for further information.

12. Modification of Terms and Conditions

12.1 MTN reserves the right, at any time, to change these Terms and Conditions and any rules relating to its promotions, products and/or services and to modify its products and services at its discretion, with notice to you.

12.2 See www.mtn.co.za for promotions, products and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.

12.3 MTN reserves the right at any time to modify, suspend or discontinue its promotions and services, with notice, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure or non-availability of the service, and you indemnify MTN against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the promotion or service. www.mtn.co.za regularly for notice, updates and/or changes to services.

12.4 MTN reserves the right from time to time to vary the charges of its products and/or services as may be deemed necessary in its discretion.

12.5 As changes will be posted on www.mtn.co.za, your continued use of the promotion, products and/or services with the amended rules will be deemed to be accepted by you. It is your responsibility to review these Terms and Conditions regularly.

13. Limitation of Liability

13.1 Subject to the provisions of the Consumer Protection Act, to the extent allowed by any other applicable law and also subject to clauses 13.2 and 13.3 below, MTN will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect):-

13.1.1 if MTN does not supply or deliver any device or SIM card/s on the required date or time; or

13.1.2 If the MTN network services are interrupted, suspended, or cancelled, for whatever reason; or

13.1.3 if MTN does not suspend the provision of the MTN network services to you after you have specifically requested MTN to do so; or

13.1.4 if the loss or damage was caused by any negligent act or failure to act by MTN, its employees or agents; or

13.1.5 as a result of the use of any device supplied to you by MTN relating to this service.

13.2 Clause 13.1 does not limit or exclude any warranties or obligations which are implied into this service by the Consumer Protection Act (to the extent applicable) or which MTN gives under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

13.3 Clause 13.1 does not limit or exempt MTN from liability for any loss directly or indirectly attributable to the gross negligence of MTN or any person acting for or controlled by MTN to the extent that the law does not allow this. Clause 13.1 also does not limit or exclude the liability of MTN for death or personal injury caused to you through an act or omission of MTN subject to section 61(1) of the Consumer Protection Act, to the extent that the law does not allow this. Clause 13.1 also does not require you to assume risk or liability for these kinds of losses to the extent that the law does not allow this.

14. General

14.1 MTN is not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services.

14.2 You will be able to access services only when you are in the Republic of South Africa in an area covered by the MTN network in the Republic of South Africa.

14.3 You will be solely responsible for all products and services accessed through the MTN PAYG Bundles. Accordingly, MTN no responsibility for any loss or damage caused by your access through MTN PAYG Bundles, including the SIM card, where applicable. In the event of theft or loss of your device and/or SIM card, such items must be replaced at your own cost, you are obliged to report such loss or theft to the South African Police Services immediately, and to request MTN to suspend such SIM Card.

MTN Bundle Bonanza SIM pack

Valid from 18/03/2019 until discontinued by MTN. This offer is available to new MTN Prepaid Customers only. Customers who recharge with R20 (once-off or cumulative) will receive a once-off integrated bundle (“the Offer/Offering”) of 50 all-net min| 50MB and 50SMSs. This

is a once offer that is valid for 7 days. From day 8 of the customer's life on the network, every time the customer buys a voice bundle, we'll give them 1 free data bundle. If they buy a data bundle, we'll give them a voice bundle. MTN may, in its sole and absolute discretion, amend the duration of the Offer Period to a shorter or longer period, or withdraw the Offer in its entirety, with notice to you.

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MTN Eazi Recharge

Company details

Associations, Memberships & Regulators

Previous 1 2 3 4

Contact us via one of our customer care channels

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Contact us form Email

@MTNzaService

Find a store
Coverage
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Visit our online shop

Plans & Services

Data Bundles
Contracts
Prepaid
Data Bundles
Supersonic FTTH
Recharge
Upgrade
Services
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Wi-Fi Calling

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Accessible devices
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Education

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Free business Education

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